

Panaji, 8th November, 1990 (Kartika 17, 1912)

SERIES II No. 32

OFFICIAL GAZETTE



GOVERNMENT OF GOA

GOVERNMENT OF GOA Education Department Office of the Visitor of Goa University

Order

No. GS/UNIV/87/90

I, Khurshed Alam Khan, Visitor of the Goa University, in exercise of the powers conferred on me by sub-section (1) of Section 11 of the Goa University Act, 1984 (7 of 1984), do hereby appoint Dr. P. R. Dubhashi, IAS (Retd.) (former Secretary (Coordination), Cabinet Secretariat, Government of India) as the Vice-Chancellor of the Goa University with effect from the date he assumes charge of the post.

Khurshed Alam Khan
Visitor

Panaji, 7th October, 1990.

Goa University

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Department of Cooperation

Office of the Assistant Registrar of Coop. Societies

Notification

In exercise of the powers vested in me under sub-section (1) of section 9 of the Maharashtra Cooperative Societies Act, 1960, as applied to the State of Goa, Nanoda Durdh Utpada Sahakari Saunstha Maryadit, Nanoda-Assonora-Bicholim-Goa, is registered under code symbol No. PRD-(c)-69/AR(Dairy)/Goa.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 30th March, 1990.

Certificate of Registration

Nanoda Durdh Utpada Sahakari Saunstha Maryadit, Nanoda-Assonora-Bicholim-Goa has been registered on 30-3-1990 and it bears registration code symbol No. PRD-(c)-69/AR(Dairy)/Goa and it is classified as "Producers' Societies" — Agricultural Producers' Society under sub-classification No. 7(c) of Rule 9 of Coop. Societies Rules, 1962.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 30th March, 1990.

Notification

In exercise of the powers vested in me under Section 9 of the Maharashtra Cooperative Societies Act, 1960 as applied to the State of Goa, that the Kalay Govt. Agricultural Farm Staff Credit Coop. Society Ltd., Farm Superintendent, Govt. Farm Kalay-Sanguem-Goa, is registered under code symbol No. 8-RES-(a)42/South Goa/90.

A. V. Chikkodi, Asstt. Registrar of Coop. Societies, (South Zone).

Margao, 3rd July, 1990.

Certificate of Registration

The Kalay Govt. Agricultural Farm Staff Credit Coop. Society Ltd., Farm Superintendent, Govt. Farm, Kalay-Sanguem-Goa has been registered on 3-7-1990 and it bears registration code symbol No. 8-RES-(a)-42/South Goa/90 and it is classified as "Resource Society" under Sub-classi-

fication (a) of clause-8 in terms of Rule 9 of the Coop. Societies Rules, 1962 for the State of Goa.

A. V. Chikkodi, Asstt. Registrar of Coop. Societies, (South Zone).

Margao, 3rd July, 1990.

Notification

In exercise of the powers vested in me under sub-section (1) of section 9 of the Maharashtra Cooperative Societies Act, 1960, as applied to the State of Goa, the Loutulim Sahakari Durdh Vyavasayik Saunstha Maryadit, Loutulim-Salceote-Goa is registered under code symbol No. PRD-(c)-67/AR(Dairy)/Goa.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 30th March, 1990.

Certificate of Registration

The Loutulim Sahakari Durdh Vyavasayik Saunstha Maryadit, Loutulim-Salceote-Goa has been registered on 30-3-1990 and it bears registration code symbol No. PRD-(c)-67/AR(Dairy)/Goa and it is classified as 'Producers Societies' Agricultural Producers' Society under sub-classification No. 7(c) of Rule 9 of Coop. Societies Rules, 1962.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 30th March, 1990.

Notification

In exercise of the powers vested in me under sub-section (1) of section 9 of the Maharashtra Cooperative Societies Act, 1969, as applied to the State of Goa, Shri Bhumica Durdh Utpadak Sahakari Sanstha Maryadit, Parye, Ranewada-Sattari-Goa is registered under code symbol No. PRD-(c)-65/AR(Dairy)/Goa.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 16th March, 1990.

Certificate of Registration

Shri Bhumica Durdh Utpadak Sahakari Sanstha Maryadit, Parye-Ranewada-Sattari-Goa has been registered on 16-3-1990 and it bears registration code symbol No. PRD-(c)-65/AR(Dairy)/Goa and it is classified as Producers' Societies — Agricultural Producers' Society under sub-classification No. 7(c) of Rule 9 of Coop. Societies Rules, 1962.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 16th March, 1990.

Notification

In exercise of the powers vested in me under sub-section (1) of section 9 of the Maharashtra Cooperative Societies Act, 1960, as applied to the State of Goa, Shri Rudreshwar Durdh Utpadak Sahakari Saunstha Maryadit, Harvalam-Sanquelim-Goa is registered under code symbol No. PRD-(c)-68/AR(Dairy)/Goa.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda 30th March, 1990.

Certificate of Registration

Shri Rudreshwar Durdh Utpadak Sahakari Saunstha Maryadit Harvalam-Sanquelim-Goa has been registered on 30-3-1990 and it bears registration code symbol No. PRD-(c)-68/AR(Dairy)/Goa and it is classified as 'Producers

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Societies' Agricultural Producers' Society under sub-classification No. 7(c) of Rule 9 of Coop. Societies Rules, 1962.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 30th March, 1990.

Notification

In exercise of the powers vested in me under sub-section (1) of section 9 of the Maharashtra Cooperative Societies Act, 1960, as applied to the State of Goa, Shri Sateri Durdh Utpadak Sahakari Sanstha Maryadit, Haturli-Bicholim-Goa is registered under code symbol No. PRD-(c)-66/AR(Dairy)/Goa.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 30th March, 1990.

Certificate of Registration

Shri Sateri Durdh Utpadak Sahakari Sanstha Maryadit, Haturli-Bicholim-Goa has been registered on 30-3-1990 and it bears registration code symbol No. PRD-(c)-66/AD(Dairy)/Goa and it is classified as "Producers Societies" Agricultural Producers' Society under sub-classification No. 7(c) of Rule 9 of Coop. Societies Rules, 1962.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 30th March, 1990.

Notification

In exercise of the powers vested in me under sub-section (1) of section 9 of the Maharashtra Cooperative Societies Act, 1960, as applied to the State of Goa, Shri Mahamaya Durdh Utpadak Sahakari Sanstha Maryadit, Jakem-Netravali-Sanguem-Goa, is registered under code symbol No. PRD-(c)-64/AR(Dairy)/Goa.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 16th March, 1990.

Certificate of Registration

Shri Mahamaya Durdh Utpadak Sahakari Sanstha Maryadit Jakem-Netravali-Sanguem-Goa has been registered on 16-3-1990 and it bears registration code symbol No. PRD-(c)-64/AR(Dairy)/Goa and it is classified as Producers Societies-Agricultural Producers' Society under sub-classification No. 7(c) of Rule 9 of Coop. Societies Rules, 1962.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 16th March, 1990.

Notification

In exercise of the powers vested in me under sub-section (1) of section 9 of the Maharashtra Cooperative Societies Act, 1960, as applied to the State of Goa Shri Betal Mahamaya Durdh Utpadak Sahakari Sanstha Maryadit, Sulkarne-Quepem-Goa is registered under code symbol No. PRD-(c)-63/AR(Dairy)/Goa.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 24th January, 1990.

Certificate of Registration

Shri Betal Mahamaya Durdh Utpadak Sahakari Sanstha Maryadit, Sulkarne-Quepem-Goa has been registered on 24-1-1990 and it bears registration code symbol No. PRD-(c)-63/AR(Dairy)/Goa and it is classified as 'Producers' Society under sub-classification No. 7(c) of Rule 9 of Coop. Societies Rules, 1962.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 24th January, 1990.

Notification

In exercise of the powers vested in me under sub-section (1) of section 9 of the Maharashtra Cooperative Societies Act, 1960, as applied to the State of Goa, Shri Prabhu Bhagavati Mahila Durdh Utpadak Sahakari Sanstha Maryadit, Kamurli, Bardez-Goa is registered under code symbol No. PRD-(c)-62/AR(Dairy)/Goa.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 18th December, 1990.

Certificate of Registration

Shri Prabhu Bhagavati Mahila Durdh Utpadak Sahakari Sanstha Maryadit, Kamurli, Bardez-Goa has been registered on 18-12-1989 and it bears registration code symbol No. PRD-(c)-62/AR (Dairy)/Goa and it is classified as "Producers Societies" -- Agricultural Producers' Society under sub-classification No. 7(c) of Rule 9 of Coop. Societies Rules, 1962.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 18th December, 1989.

Notification

In exercise of the powers vested in me under sub-section (1) of section 9 of the Maharashtra Cooperative Societies Act, 1960, as applied to the State of Goa, Shri Bhagwati Mahila Durdh Utpadak Sahakari Sanstha Maryadit, Tuyem-Pernem-Goa is registered under code symbol No. PRD-(c)-61/AR(Dairy)/Goa.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 1st December, 1989.

Certificate of Registration

Shri Bhagwati Mahila Durdh Utpadak Sahakari Sanstha Maryadit, Tuyem-Pernem-Goa has been registered on 1-12-1989 and it bears registration code symbol No. PRD-(c)-61/AR(Dairy)/Goa and it is classified as "Producers Societies" Agricultural Producers' Society under sub-classification No. 7(c) of Rule 9 of Coop. Societies Rules, 1962.

M. A. Desai, Asstt. Registrar of Coop. Societies (Dairy)
Ponda, 1st December, 1989.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the State of Goa, the Sukerkar Mansion Coop. Housing Society Ltd., is registered under Code symbol No. ARCS/CZ/HSG-(b)-141/Goa/90.

Sd/- G. S. Patil, Asstt. Registrar of Coop. Societies (Central Zone)

Panaji, 20th August, 1990.

Certificate of Registration

The Sukerkar Mansion Coop. Housing Society Ltd., Panaji-Goa is registered on 20-8-90 and it bears registration No. ARCS/CZ/HSG-(b)-141/Goa/90 and it is classified as "Housing Society" under Sub-Classification No. 5(b)-Tenant-Co-partnership Housing Society in terms of Rule 9 of the Coop. Societies Rules, 1962 for the State of Goa.

Sd/- G. S. Patil, Asstt. Registrar of Coop. Societies (Central Zone)

Panaji, 20th August, 1990.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Coop. Societies Act, 1960 as applied to the State of Goa, The Mahardura Cooperative Housing Society Ltd., Porvorim, Bardez-Goa is registered under the Code Symbol No. HSC-(a)-58/NZ/Goa.

M. J. Khorate, Asstt. Registrar of Coop. Societies (North Zone).

Panaji, 5th September, 1990.

Certificate of Registration

The Mahardura Coop. Housing Society Ltd., Porvorim, Bardez-Goa has been registered on 5-9-1990 and it bears the registration No. HSC-(a)-58/NZ/Goa and it is classified as 'Housing Society' under Sub-classification No. 5(a) "Tenant Ownership Housing Society" in terms of Rule 9 of the Cooperative Societies Rules, 1962 for the State of Goa.

M. J. Khorate, Asstt. Registrar of Coop. Societies (North Zone).

Panaji, 5th September, 1990.

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SERIES II No. 32

Department of Power

Order

No. 2/12/83-Power

In terms of the directions in the judgement dated 13-7-1990 in Writ Petition No. GA/48/87 filed by Shri H. N. Pauskar, Jr. Engineer (Electrical) and on the recommendation of the D. P. C. Shri H. N. Pauskar, Jr. Engineer (Electrical) is hereby promoted to the post of Assistant Engineer (Electrical) in the pay scale of Rs. 2000-3500 on regular basis with effect from 5-1-1987 and posted at Division XII Xeldem.

2. Shri H. N. Pauskar is placed in between Shri Ishwam D. Kulkarni and Shri S. R. Kulkarni who have already been promoted as Assistant Engineer (Electrical) vide Order No. 2/12/83-PS&WD dated 5-1-1987 at Sr. No. 30 and 31 respectively.

3. Shri Pauskar on his promotion as Assistant Engineer (Electrical) shall be entitled to all monetary and other consequential benefit from the date of his promotion i.e. with effect from 5-1-1987.

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Power).

Panaji, 10th September, 1990.

Social Welfare Department

Order

No. 4-26-88-SWD

The Government is pleased to order transfer and postings of following Child Development Project Officers/Social Welfare Officers with immediate effect and post them as shown below:—

Sr. No.	Name of the Officer	Present Posting	Posting on transfer
1.	2.	3.	4.
1.	Smt. Asha Dalvi	I. C. D. S., Pernem.	I. C. D. S., Bardez vice Kum. Maria de Ceu Abreu transferred.
2.	Kum. Maria de Ceu Abreu	I. C. D. S., Bardez.	At Headquarters of Directorate of Panaji against the vacant post of Social Welfare Officer.

Smt. Asha Dalvi should move first.

By order and in the name of the Governor of Goa.

K. A. Satardekhar, Under Secretary to the Government of Goa (Social Welfare).

Panaji, 10th October, 1990.

Order

No. 4-26-88-SWD

On the recommendation of the Departmental Promotion Committee and in consultation with Goa Public Service Commission vide their letter No. COM/II/11/44(1)/90 dated 31-8-1990 Government is pleased to promote the following Mukhya Sevikas to the post of Child Development Project Officer/Social Welfare Officer, Group 'B' Gazetted in the Directorate of Social Welfare in the pay scale of Rs. 1640-60-2600-EB-75-2900 in the order of merit, and post them as shown below with immediate effect.

1) Smt. Sumitra Gante Integrated Child Development Services Project, Vasco against the vacant post.

2) Smt. Sucheta Sirsat

Integrated Child Development Services Project, Pernem vice Smt. Asha Dalvi transferred.

By order and in the name of the Governor of Goa.

K. A. Satardekhar, Under Secretary to the Government of Goa (Social Welfare).

Panaji, 10th October, 1990.

Addendum

No. 13-4-90/SWD

Read:— Order No. 13-4-90/SWD dated 28/5/1990.

In Government order of even number dated 28/5/1990 referred to above, in para 1 at Sr. No. 11 the words "the Officer on Special Duty, Directorate of Social Welfare, Panaji" shall be substituted as under:

"11. Managing Director, Backward Classes Development Corporation".

By order and in the name of the Governor of Goa.

K. A. Satardekhar, Under Secretary to the Government of Goa (Social Welfare).

Panaji, 30th October, 1990.

Department of Science, Technology and Environment

Notification

No. 7-10-90-STE

Read:— Notification No. 7-10-90-STE dated 26-7-1990.

Government is pleased to nominate the following Ministers as members on the Goa State Committee on Environment constituted under the Government Notification cited above.

- 1) Minister for Education
- 2) Minister for Agriculture
- 3) Minister for Urban Development
- 4) Minister of State for Power.

By order and in the name of the Governor of Goa.

A. T. Fernandes, Under Secretary to the Government of Goa, (S. T. E. Department),

Panaji, 30th October, 1990.

Revenue Department

Notification

No. 22/113/89-RD

Whereas by Government Notification No. 22/113/89-RD dated 25-7-1989 published on page 326-327 of Series II, No. 31 of the Official Gazette dated 2-11-1989 and in two newspapers (i) Gomantak dated 25-7-1989 and (ii) Navhind Times dated 31-7-1989 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was likely to be needed for public purpose, viz. Land Acquisition for the construction of D. W. C. No. 35, 36 & 37 of R. B. M. C. of Anjunem Irrigation Project.

And whereas the Government of Goa (hereinafter referred to as the "Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice

1	2	3
357/1 part	Constino Dias.	200.00
"/2 part	Gopalkrishna Pundalik Prabhu.	2600.00
"/3 part	Rama Anant Prabhu. Madhukar Anant Prabhu. Narasin Anant Prabhu. Chandrakant Anant Prabhu. Ratnakar Anant Prabhu.	2300
"/4 part	Prisca Fernandes. Jose Paulo Fernandes. Rosario Dias. Minguel Fernandes. Vicent Fernandes. Luis M. Fernandes. Remetine Fernandes. Carmelina Fernandes. Teréza Fernandes.	1200.00
"/5 part	Shyam Ramchandra Varik. Sharadchandra Ramchandra Varik.	3300.00
356/1 part	Rama Anant Prabhu. Madhukar Anant Prabhu. Narasin Anant Prabhu. Chandrakant Anant Prabhu. Ratnakar Anant Prabhu.	150.00
"/2 part	Narayan Prabhu Agrassani.	200.00
"/3 part	Chandrakant Raghunath Prabhu Dessai.	400.00
356/4 part	Sushilabai Anant Prabhu Dessai.	700.00
"/5 part	Gopalkrishna Pundalik Prabhu Dessai	700.00
"/6 part	Yeshwant Bhagawant Prabhu Dessai. Ramchandra Vassudev Prabhu Dessai.	850.00
"/7 part	Chandrakant Raghunath Prabhu Dessai.	1300.00
356/8 part	Gopal Venkatesh Prabhu.	1100.00
356/9 part	— do —	2600.00
356/10 part	1. Venkatesh Laximan Varik. 2. Madhav Hari Prabhu Dessai. 3. Comunidade of Loliem.	4300.00
"/11 part	1. Gopal Venkatesh Prabhu.	450.00
111/24 part	Chandrakant Raghunath Prabhu Dessai.	300.00
112/1 part	Gopal Venkatesh Prabhu Gaonkar.	2300.00
"/2 part	Comunidade of Loliem.	40.00
"/3 part	Mahadev Hari Prabhu Dessai.	250.00
"/4 part	Venkatesh Laximan Varik.	100.00
113/1 part	Domingo Carneiro. Julio Mario Carneiro.	600.00
"/2 part	Mario Filomena Suares.	850.00
"/3 part	Caitano Dias.	900.00
"/4 part	Caitano Fernandes.	200.00
"/5 part	Marta Barreto.	100.00
"/6 part	Assiz Paixao.	50.00
351/1 part	Comunidade of Loliem. Rosario Felicia de Souza.	6800.00

Boundaries:

North: River, 357/2, 3, 4, 5, 356/1, 2, 3, 4, 5, 6, 7, 9 & 10, 111/24, 351/1.
 South: 351/1, 357/1 to 6, 356/4, 5, 6, 7, 112/1 to 3.
 East: S. No. 357/2, 3, 4, 5, 356/1, 2, 3, 4, 5, 6, 7, 111/24, 112/1 to 113/1 to 6, road, 351/1.
 West: 357/1 to 5, 356/1 to 8, 9, 10, 351/1.

Total 35310.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 15th October, 1990.

Public Health Department

Order

No. 10/16/90-I/PHD

The following postings and transfers are ordered with immediate effect in public interest:—

Sr. No.	Name and designation and present posting of the officer	Designation and place of transfer
1.	Shri Saleem A. A. Veljea Drugs Inspector, Drugs Controller's Office Directorate of Health Services, Panaji.	Drugs Inspector, Drugs Controller's Office Panaji against the newly created post vide Govt. order No. 1/10/80-I/PHD. Vol. I dated 9.5.1990.
2.	Shri S. S. Sardessai Drugs Inspector, Drugs Controller's Office, Directorate of Health Services, Panaji.	Drugs Inspector, Drugs Controller's Office Panaji against the newly created post vide Govt. order No. 1/10/80-I/PHD Vol. I dated 9.5.1990.

Both the above referred persons shall continue to hold the current duty charge till further orders.

By order and in the name of the Governor of Goa.

L. J. Menezes Pais, Under Secretary (Health).

Panaji, 23rd October, 1990.

Order

No. 8/19/88-II/PHD

Read:—Memorandum No. 8/9/88-II/PHD dated 26/10/90.

On recommendation of the Goa Public Service Commission, Government is pleased to appoint Dr. Wiseman Roque Gabriel Pinto to the post of Lecturer in Pathology in Goa Medical College, on regular basis on an initial pay to be filled according to the rules in the scale of pay of Rs. 3000-100-3500-125-5000 plus N. P. A. with immediate effect as per the terms and conditions contained in Memorandum cited above.

The appointment is made against the post of Lecturer in Pathology vacated by Dr. (Mrs.) Maria Jose da P. Rebello, Dr. Pinto has already been declared medically fit by the Medical Board, Goa.

The appointment is made pending verification of his character and antecedents.

By order and in the name of Governor of Goa.

L. J. Menezes Pais, Under Secretary (Health).

Panaji, 30th October, 1990.

Department of Mines

Order

No. 96/445/88-Mines

In exercise of the powers conferred by sub-section (2) of section 8 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act 67 of 1957), read with sub-rule (2) of rule 24A of the Mineral Concession Rules, 1960, the Government of Goa hereby renews the mining lease with the previous approval of the Central Government in favour of M/s. Sociedade Timblo Irmaos Ltda. (hereinafter referred to as 'The Lessee') for undertaking mining operations for Iron ore in the schedule appended to this Order for a period of 10 years subject to the special conditions as laid down hereunder to be incorporated in the lease deed which shall be executed by the Lessee and the Governor of Goa:—

1. The Lessee shall carry out at his expenses such experiments on remedial measures as directed by the Director of In-

dustries and Mines, Government of Goa or any other officer authorised by him and shall report the result to him.

2. The Lessee shall allow, co-operate with and provide all facilities to the experts authorised by the Government to carry out research work or experiments on remedial measures in his leased area or dumping sites.

3. The Lessee shall, at his own expenses undertake remedial measures to the satisfaction of the Director of Industries and Mines, Government of Goa (hereinafter called Director of Industries and Mines) to prevent damage to the agricultural or forest lands due to the flow of mining rejection or wastes or slimes resulting from his mining operations, within a reasonable time or such time as may be directed by the Director of Industries and Mines.

4. If the Director of Industries and Mines or the officer authorised by him in this behalf, is of the opinion that any active dump causes or will cause damage to the agricultural or forest land, which cannot be prevented, he may by order in writing, direct to stop further dumping on such dump. No such order shall however be made unless the Lessee is afforded a reasonable opportunity of stating his case.

5. The Lessee shall undertake to rehabilitate the land left over after the mining operations are concluded, through soil conservation measures to the satisfaction of the Government and within such reasonable time as the Government may by an order in writing specify.

6. In the event of the failure on the part of the Lessee to undertake the aforesaid measures within the stipulated period, the Government without prejudice to any other action it may take against the Lessee, may take the requisite steps to rehabilitate the said land and recover the expenses incurred for such work from the Lessee as arrears of land revenue.

7. The Lessee shall undertake necessary measures to consolidate the dumps by planting suitable species of grass, legumes, or trees, etc., as may be directed by the Director of Industries and Mines, from time to time.

8. The Lessee shall undertake to plant elsewhere within the leased area at least as many trees as are removed during the mining operations.

9. The Lessee shall not dump or allow it to be dumped any rejects at any point within a distance of 100 metres from the bank of any river or nullah and 50 metres from the lease boundary, except with the previous written permission of the Government.

10. The Lessee shall not discharge or allow it to be discharged any muddy and slimy water from the beneficiation/washing plant and shall provide settling tanks of proper design and adequate capacity for settling solids so that only decanted water may overflow.

11. The Lessee shall undertake the work of desilting of drains and streams outside the leased area periodically to prevent them from being choked and shall provide check dams to facilitate the settling of suspended solids.

12. The Lessee shall take necessary steps not to overload or allow it to be overloaded the trucks carrying the ore/rejects from the leased area to any loading point or stockyard.

13. The Lessee shall make and pay such reasonable compensation to the owner or tenant or occupant of the land or property situated in the leased area or in the vicinity of the leased area which is damaged or injured or disturbed as a result of mining operations or due to the flow of mining rejects, slimes or wastes from the mine as the case may be, as may be assessed by the Collector, South Goa in accordance with the Law in force on the subject and shall indemnify or keep indemnified fully and completely the Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

14. The Lessee shall obtain surface rights or obtain consent of the owner/occupier of land before entering the land for commencement of mining operations in the area.

M/s. Sociedade Timbo Irmaos Ltda. shall on peril of revocation of this Order execute within a period of 180 days from the date of communication of this Order a deed of lease as contemplated under rule 31 of the Mineral Concession Rules, 1960.

SCHEDULE

District	Taluka	Village	Area in hectares	T. C. No.
South Goa	Sanguem	Codli and Dharbandora	96.2780 Ha.	61 of 1953

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Mines).

Panaji, 6th September, 1990.

Order

No. 96/492/88/Mines

In exercise of the powers conferred by sub-section (2) of section 8 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act 67 of 1957), read with sub-rule (2) of rule 24A of the Mineral Concession Rules, 1960, the Government of Goa hereby renews the mining lease with the previous approval of the Central Government in favour of M/s. Chowgule & Co, Ltd. (hereinafter referred to as "The Lessee"), for undertaking mining operations for iron ore in the area shown in the schedule appended to this Order for a period of 10 years subject to the special conditions as laid down hereunder to be incorporated in the lease deed which shall be executed by the Lessee and the Governor of Goa:-

- The Lessee shall carry out at his expenses such experiments on remedial measures as directed by the Director of Industries and Mines, Government of Goa or any other officer authorised by him and shall report the result to him.
- The Lessee shall allow, co-operate with and provide all facilities to the experts authorised by the Government to carry out research work or experiments on remedial measures in his leased area or dumping sites.
- The Lessee shall, at his own expenses undertake remedial measures to the satisfaction of the Director of Industries and Mines, Government of Goa (hereinafter called Director of Industries and Mines) to prevent damage to the agricultural or forest lands due to the flow of mining rejection or wastes or slimes resulting from his mining operations, within a reasonable time or such time as may be directed by the Director of Industries and Mines.
- If the Director of Industries and Mines or the officer authorised by him in this behalf, is of the opinion that any active dump causes or will cause damage to the agricultural or forest land, which cannot be prevented, he may by order in writing, direct to stop further dumping on such dump. No such order shall however be made unless the Lessee is afforded a reasonable opportunity of stating his case.
- The Lessee shall undertake to rehabilitate the land left over after the mining operations are concluded, through soil conservation measures to the satisfaction of the Government and within such reasonable time as the Government may by an order in writing specify.
- In the event of the failure on the part of the Lessee to undertake the aforesaid measures within the stipulated period, the Government without prejudice to any other action it may take against the Lessee, may take the requisite steps to rehabilitate the said land and recover the expenses incurred for such work from the Lessee as arrears of land revenue.
- The Lessee shall undertake necessary measures to consolidate the dumps by planting suitable species of grass, legumes, or trees, etc., as may be directed by the Director of Industries and Mines, from time to time.
- The Lessee shall undertake to plant elsewhere within the leased area at least as many trees as are removed during the mining operations.
- The Lessee shall not dump or allow it to be dumped any rejects at any point within a distance of 100

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- metres from the bank of any river or nullah and 50 metres from the lease boundary, except with the previous written permission of the Government.
10. The Lessee shall not discharge or allow it to be discharged any muddy and slimy water from the beneficiation/washing plant and shall provide settling tanks of proper design and adequate capacity for settling solids so that only decanted water may overflow.
 11. The Lessee shall undertake the work of desilting of drains and streams outside the leased area periodically to prevent them from being choked and shall provide check dams to facilitate the settling of suspended solids.
 12. The Lessee shall take necessary steps not to overload or allow it to be overloaded the trucks carrying the ore/rejects from the leased area to any loading point or stockyard.
 13. The Lessee shall make and pay such reasonable compensation to the owner or tenant or occupant of the land or property situated in the leased area or in the vicinity of the leased area which is damaged or injured or disturbed as a result of mining operations or due to the flow of mining rejects, slimes or wastes from the mine as the case may be, as may be assessed by the Collector South Goa in accordance with the law in force on the subject and shall indemnify or keep indemnified fully and completely the Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.
 14. The Lessee shall obtain surface rights or obtain consent of the owner/occupier of land before entering the land for commencement of mining operations in the area.

M/s. Chowgule & Co. Ltd. shall on peril of revocation of this Order execute within a period of 180 days from the date of communication of this Order a deed of lease as contemplated under rule 31 of the Mineral Concession Rules, 1960.

SCHEDULE

District	Taluka	Village	Area in Hectares
North Goa	Satari	Poncem	68.6650 Ha.

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Mines).

Panaji, 21st November, 1989.

Order

No. 5/17/89-ILD

Whereas M/s. S. Kantilal & Co. Pvt. Ltd. (hereinafter referred to as the 'said party') have vide their application dated 21-11-1988 sought for the renewal of the mining lease bearing No. 66 of 1951 for extraction of Fe/Mn ore over an area of 99.0812 Ha. situated at village Maida of Cole, Sanguem Taluka, State of Goa (hereinafter referred to as the 'said mining lease');

And whereas after scrutiny it is found that the said party has not submitted an approved mining plan as required under sub-rule (3) of rule 22 of the Mineral Concession Rules, 1960 (hereinafter referred to as the 'said rules');

And whereas a notice bearing No. 96/254/88-Mines/389 dated 14-2-89 was issued to the said party as required under sub-rule (3) of rule 26 of the said rules;

And whereas the said party has failed to comply with the requirements of the said notice;

And whereas a notice bearing No. 5/17/89-ILD dated 26-7-89 was issued to the party calling upon them to attend the personal hearing in response to which their representatives attended the hearing. During the course of hearing it is

submitted by the party that the mining plan is under preparation and yet to be submitted to the Indian Bureau of Mines, Margao, for approval.

And whereas the party was given an opportunity to submit the approved mining plan on or before 30-9-1989.

And whereas the party failed to submit the approved mining plan on or before 30-9-1989.

Now, therefore, in exercise of the powers conferred by sub-rule (1) of rule 26 of the Mineral Concession Rules, 1960, the Government of Goa hereby refuse to renew the said mining lease as the said party has failed to submit the approved mining plan.

R. S. Sethi, Secretary (Mines).

Panaji, 25th April, 1990.

Order

No. 5/17/89-ILD

Whereas M/s. S. Kantilal & Co. Pvt. Ltd. (hereinafter referred to as the 'said party') have vide their application dated 21-11-1988 sought for the renewal of the mining lease bearing No. 65 of 1959 for extraction of Iron ore over an area of 97.3000 Ha. situated at village Curdi, Sanguem Taluka, State of Goa (hereinafter referred to as the 'said mining lease');

And whereas after scrutiny it is found that the said party has not submitted an approved mining plan as required under sub-rule (3) of rule 22 of the Mineral Concession Rules, 1960 (hereinafter referred to as the 'said rules');

And whereas a notice bearing No. 96/344/88-Mines/397 dated 14-2-89 was issued to the said party as required under sub-rule (3) of rule 26 of the said rules;

And whereas the said party has failed to comply with the requirements of the said notice;

And whereas a notice bearing No. 5/17/89-ILD dated 26-7-1989 was issued to the party calling upon them to attend the personal hearing in response to which their representatives attended the hearing. During the course of hearing it is submitted by the party that the mining plan is under preparation and yet to be submitted to the Indian Bureau of Mines, Margao, for approval.

And whereas the party was given an opportunity to submit the approved mining plan on or before 30-9-1989.

And whereas the party failed to submit the approved mining plan on or before 30-9-1989.

Now, therefore, in exercise of the powers conferred by sub-rule (1) of rule 26 of the Mineral Concession Rules, 1960, the Government of Goa hereby refuse to renew the said mining lease as the said party has failed to submit the approved mining plan.

R. S. Sethi, Secretary (Mines).

Panaji, 25th April, 1990.

Order

No. 5/17/89-ILD

Whereas M/s. S. Kantilal & Co. Pvt. Ltd. (hereinafter referred to as the 'said party') have vide their application dated 21-11-1988 sought for the renewal of the mining lease bearing No. 5 of 1960 for extraction of Iron ore over an area of 94.5200 Ha. situated at village Salauli, Sanguem Taluka, State of Goa (hereinafter referred to as the 'said mining lease');

And whereas after scrutiny it is found that the said party has not submitted an approved mining plan as required under sub-rule (3) of rule 22 of the Mineral Concession Rules, 1960 (hereinafter referred to as the 'said rules');

And whereas a notice bearing No. 96/346/88-Mines/388 dated 14-2-89 was issued to the said party as required under sub-rule (3) of rule 26 of the said rules;

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And whereas the said party has failed to comply with the requirements of the said notice;

And whereas a notice bearing No. 5/17/89-ILD dated 26-7-1989 was issued to the party calling upon them to attend the personal hearing in response to which their representatives attended the hearing. During the course of hearing it is submitted by the party that the mining plan is under preparation and yet to be submitted to the Indian Bureau of Mines, Margao, for approval.

And whereas the party was given an opportunity to submit the approved mining plan on or before 30-9-1989.

And whereas the party failed to submit the approved mining plan on or before 30-9-1989.

Now, therefore, in exercise of the powers conferred by sub-rule (1) of rule 26 of the Mineral Concession Rules, 1960, the Government of Goa hereby refuse to renew the said mining lease as the said party has failed to submit the approved mining plan.

R. S. Sethi, Secretary (Mines).

Panaji, 25th April, 1990.

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Department of Labour

Order

No. 28/68/88-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 20th July, 1990.

**IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI**

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Ref. No. IT/13/89

Shri Pradeep S. Naik

-- Workman

V/s

M/s. The Madgaum Urban Co-operative Bank Limited

-- Employer

Workman represented by Shri Subhas Naik.

Employer represented by Adv. S. Nabar.

Panaji, Dated: 28-6-1990

AWARD

This is a reference made by the Government of Goa by its Order No. 28/68/88-ILD dated 14th February, 1989 with an annexure scheduled thereto which reads as follows:

"Whether the action of the management of M/s. The Madgaum Urban Co-operative Bank Ltd., Margao in dismissing Shri Pradeep S. Naik, Peon, from services with effect from 29-3-1988 is legal and justified?

If not, what relief the workman is entitled to?"

After the above Government reference was received the matter was registered and after notices the parties appeared and filed their pleadings. The Claim Statement is at Exh-2 and the Written Statement of the Bank is at Exh-3 and the Issues were framed by me at Exh-4 which reads as:

1. Whether a fair and proper enquiry was conducted against the workman in respect of his alleged misconduct in misusing a cheque book issued on another account?

2. If so, whether the management of the bank was justified in accepting the report and recommendations of the Enquiry Officer in the circumstances of the case?

3. Whether this is a case of loss of confidence and whether the extreme penalty of dismissal from service is just and proper in the circumstances of the case?

4. Whether this Tribunal should interfere in the matter to award lesser penalty by using its discretion u/s 11A of the I.D.A.?

5. What Order?

My Findings:

1. — Yes

2. — Yes

3. — A case of loss of confidence and dismissal held to be justified.

4. — No, lesser penalty than dismissal is not necessary.

5. — Government reference answered as per order.

Reasons:

1. to 5.

The facts leading to the Government reference are otherwise very short and very simple. The Party I Pradeep Naik worked as a peon with Party II Madgaum Urban Co-operative Bank, which has different branches, in Goa. In October, 1987 the peon was attached to Sanguem branch. The episode which took place on 16-10-87 ultimately led to the suspension; D.E. and the ultimate termination of the service of the Peon from the Bank. On 16-10-87 a resident of Sanguem a woman by name Sunita S. Naik went to the Sanguem Branch and presented a bearer cheque of Rs. 600/- issued in her name by Shiva Shakti Printing Press — Proprietor Pradeep S. Naik. The SB Account on the Cheque was shown as No. 1271. Sunita Naik presented the cheque for payment to the counter clerk by name Miss Kakode. Before making the payment of Rs. 600 under the cheque Miss Kakode verified the records and signature register and she found that the SB Account No. 1271 was that of one Fabrica Chapel de Malcornem. So the drawer of the cheque by name Pradeep S. Naik had no right to issue the cheque in that Account No. She found that the signature Pradeep S. Naik appeared to be familiar. As her suspicion aroused she took Sunita Naik to the chamber of the then Branch Manager by name Pandurang Dessai. When questioned Sunita Naik told him that the Peon working in the bank by name Pradeep Naik had given the cheque to her. Pradeep Naik who was sent for work to some other bank returned after sometime and he was questioned in presence of Sunita Naik. Pradeep Naik admitted before the manager that he had taken some hand loan from Sunita Naik and had issued the cheque to her. On getting these admissions the manager verified the record and found that the cheque book was not issued to Fabrica Chapel de Malcornem who was having account No. 1271. With this verification the Manager questioned Pradeep Naik who admitted before him that he had taken away the cheque book containing blank sheets and he had written the account number and signed the same in the name of Shiva Shakti Press as if that press held that account. On further questioning Pradeep Naik produced the cheque book containing remaining blank sheets. So the Manager asked Sunita Naik to go home and obviously no payment was made to her. The Manager made a report to the head office and the head office issued a show cause notice to the peon after putting him under suspension. In due course Advocate M. S. Bandodkar was appointed as the Enquiry Officer. The Act of Pradeep Naik amounted to misconduct as per the standing order. In due course Advocate Bandodkar conducted the enquiry and submitted the report. The case papers of the enquiry are at Exh 9 (E) and the Evidence of Bandodkar is at Exh 8. According to him the workman who was permitted to engage an advocate defended himself in the enquiry and the fair and proper enquiry was conducted by giving full opportunity to the workman to defend himself. The principle of natural justice was followed during the course of the enquiry. He recorded his findings which are at Exh 10(E) and acting on his report the workman was dismissed from service. The impugned cheque is at Exh 11 (E). A cursory examination of the cheque shows that it is on SB A/c No. 1271 dated 16-10-87 drawn in the name of self by the signatory who has signed between the rubber stamp "Shiva Shakti Printing Press

Proprietor"

so Pradeep Naik had signed on the cheque by styling as a Proprietor of the Press at the back of the cheque he has signed. On the basis of the material on record the workman was charge sheeted and ultimately removed from the service at the end of the enquiry by accepting the report of the enquiry officer. This act of the management was subsequently challenged by the workman by raising an industrial dispute and in due course the Government made the above reference under section 10(1)(d) and the workman has his own explanation to offer in the matter.

While meeting the bank management's story more than half way the workman makes out his own case in the claim statement Exh-2. He states that Sunita Naik was his neighbour and he had borrowed Rs. 600 from her in cash to meet his urgent needs. As a mark of acknowledgment he had issued a post dated cheque with the date 16-10-87 for the same amount. The cheque was taken at random from the bank drawer for cheque book which was unused for quite a long time and it was as good as a waste cheque book. According to him he was to repay her amount on 16-10-87 and he had asked her not to take the cheque to the Bank for encashment. So this was a private transaction between him and the said Sunita. By way of precaution Pradeep put his own rubber stamp i.e. Shiva Shakti Printing Press and his own signature on the cheque. He was confident that the cheque would not have been encashed by the bank even if it was mistakenly presented by Sunita for encashment. As a parallel example he mentions that in the past he had borrowed money from friends issued unused cheques leaves as acknowledgement and had returned the correct amount to the friend and then obtained the cheque and destroyed it. So according to him this was a parallel episode and the bank was no way concerned with it, excepting the fact that the blank cheque of the Bank was used by him. So he had neither cheated Sunita nor the Bank. About the day of incident his explanation is that while he had gone outside Sunita went to the counter and enquired about the peon to meet the workman Pradeep Naik. The counter clerk told her that Pradeep had gone out and asked her why she had come. On seeing the cheque that was with her she kept it with her and asked her to go away. After Pradeep returned he was called by the Manager to whom he explained all the facts. Inspite of his explanation the Manager issued him a memo, made a report to the superior who issued him a chargesheet conducted enquiry against him and after receiving the report dismissed the workman from service.

As against this claim statement the management in their written statement Exh. 3 states that the peon misused a cheque book issued on a bank account not belonging to him, for his personal benefit. They state that it was not a waste cheque book but the workman abused his post as a peon in the bank, brought the bank in to disrepute, misused the cheque on some other account and the conduct of the peon amounted to cheating and misconduct. The report and findings of the enquiry officer are just and proper and the management was right in dismissing the peon from service because that was the proper punishment and the punishment is neither unjust nor is proportionate or is not excessive.

With the above pleadings I framed the relevant issues at Exh. 4 as reproduced above and after hearing I am recording my finding on them. This is case wherein the cheque book was admittedly taken by the peon secretly and he had misused the same by doing three overt acts. Firstly he issued a bearer cheque in his self name. Secondly he signed as the account holder of account No. 1271 which admittedly belongs to some body else. Thirdly he signed on the cheque in between the rubber stamp of Shiv Shakti Press by styling himself as the proprietor of the press. The issuance of the cheque which is at Exh. 11E is admitted by him. Not only this but he has signed on the back of the cheque which meant that the cheque was to be presented for encashment. It is apparent that the name of Sunita Naik is no where mentioned. However admittedly Sunita Naik took the cheque to the Bank. If she had just gone to the bank just to enquire about the peon there is no reason why she should take the cheque to the bank with her. On the contrary there is reason to believe that the peon instructed Sunita Naik who was his neighbour to take the cheque to the bank where he was on duty. So the case of the bank that Sunita presented the cheque to the cash counter before Miss Kakode who verified the record and found that the lady had brought the cheque issued by a person on a wrong account and she identified that the signature was familiar

and was that of the bank peon. It has to be pertinently noted that the signature on the face of the cheque below the rubber stamp is in a running hand and is illegible. So it cannot be said that the signatory of the cheque was Pradeep himself or somebody else might have signed as the proprietor of the press. It is in common knowledge that a self bearer cheque can be presented by any body else in the bank for encashment and the one who desires to receive the cash under bearer cheque has to sign at the back of the cheque. So it is Pradeep Naik whose signature at the back was identified by the clerk Miss Kakode and if she was not diligent the money under the cheque would have been paid in all probability. It has to be noted that till then Pradeep Naik was not in the picture and he would have probably escaped the liability had he put the blame on Sunita Naik. In that event Sunita Naik would have been probably prosecuted on the charge of forgery and attempted cheating. However no case is filed against Sunita Naik because in his statement before the manager the peon admitted the facts including the facts that he was the person who had signed the cheque which did not belong to him. He admits this position in his recorded evidence before me. In his chief itself he states that he took the cheque book of blank cheques from the drawer of the table in his filing section of the bank. This secret taking of the cheque book by itself is an act of gross misconduct. Secondly he knew that the account No. 1271 was the account of somebody else. Still he put the rubber stamp of Shiv Shakti Printing press on the Cheque and signed on it. This amounts to forgery on a plain reading of the offence of forgery. In cross examination he admits that he has his own SB Account in the very same bank where he works as a peon and his account No. was 1212. He knew that the cheque book which he was using already the Account No. 1271 which was belonging to somebody else. So if his story that he borrowed Rs. 600/- from Sunita Naik and gave her the cheque is accepted for its face value, the moot question is why he made use of some other stolen cheque book and not his own cheque book.? If we read in between the lines there is reason to believe that this is a case of attempted cheating by Sunita Naik individually or by both Sunita Naik and Pradeep Naik jointly but they failed in that process. The position would have been different had Pradeep Naik misassociated himself from the whole episode and squarely placed the blame on Sunita Naik alone. However, he has absolved Sunita Naik of the entire blame and has taken the blame on himself and he has to bear the resulting consequences.

The workman who did not avail of the facility of engaging an advocate before the Enquiry Officer Mr. Bandodkar Advocate has himself conducted the defence by fully participating in the inquiry. The Enquiry Officer Bandodkar in his evidence Exh. 8 has produced and proved the enquiry case papers which are at Exh. 9(E). He clearly states that the workman was present before him on all dates of the sittings and full and fair opportunity were given to the workman throughout the inquiry. He recorded his findings and submitted his report which is at Exh. 16(1)). In his cross examination not a question is asked to him about the fairness of the inquiry or that the principles of natural justice were violated. The only question put to him is that the account No. 1271 was written by the bank clerk Mukund Bandari who issued the cheque book to the bank customers. This seems to be proper and this lends support to the position that a blank cheque book of some other accounts was secretly taken by the bank peon and he made use of the cheque by palming off the same as the cheque was on account No. 1271 of Shakti Printing Press. The entire process is irregular and is nothing short of misconduct. The enquiry officer has properly considered the position and evidence recorded the findings and submitted the report. The bank accepted the report and issued the order of termination. So while considering issue No. 1 I have to see whether the enquiry conducted was fair and proper and whether the management of the bank was justified in accepting the report and recommendations on the ground of loss of confidence. This tribunal while reappraising the same set of evidence and facts has to see whether the order of discharge or dismissal was not justified as contemplated u/s 11 A of L.D.A. If the tribunal is not satisfied with the recorded findings in that event only it may set aside the dismissal and direct reinstatement of workman or award any lesser punishment in lieu of discharge or dismissal as per the proviso of the section the tribunal has to rely on the materials on the record and has not to take any fresh evidence in relation to the matter. I have considered all facts in details in the following paragraphs: I find that the workman in

his defence met the management case more than half way. He is the maker of the cheque Exb. 11(E) which is a piece of forgery. Even though he has not himself attempted to cheat the bank by presenting the forged cheque, on the showing of himself Sunita Naik had taken the cheque to the bank. He has not examined Sunita Naik as his witness to explain away the circumstances under which he issued a cheque to her and why she took the cheque to the bank. On the contrary his recorded statement Exb. 9 by the bank manager of the same date 16.10.87 is self eloquent and I reproduce the same.

STATEMENT OF SHRI PRADEEP S. NAIK

"Today I have handed over cheque book bearing Nos. 053141 to 053150 on saving bank account No. 1271 to the manager Shri P. V. Dessai. The within mentioned cheque book was in my possession and it was written by Shri Mukund Bhandari our staff member. I have used the remaining cheques in the same manner. Today I have issued a cheque of Rs. 600/- on saving account No. 1271 to Miss Sunita Naik who is residing at Bend Wada Sanguem Goa". This recorded statement of the workman in clear plain English and also signed by him in English is very important in the time sequence. As per this statement Exb. 9 the workman issued the cheque to Sunita Naik on the very day and the manager confronted him with the cheque on the very day and the workman made a clean breast of every thing, before the manager. All things have taken place during the course of the conduction of official business and the manager acting with responsibility immediately made a report to superior who acting on the report put the workman under suspension and rightly so. There is not even a whisper that the workman was pressurised to make the statement or that a false charge is levelled against the workman. There is no reason why the superiors should try to involve the peon who is the employee of the lowest rung. On the contrary this is a case of the involvement of the peon himself by indulging in the overt act, and he is caught in the trap set up by him. This is a case where the workman is found guilty of the charge of misconduct on his own admission and the subsequent enquiry was more or less a formality but an essential formality. After suspension the workman was issued a chargesheet and he was given a free hand to defend himself in the subsequent domestic enquiry, the fairness of which is not in doubt. In the given circumstances the tribunal has to reappraise the same facts and evidence and has to draw its conclusion to find out whether the management has proved the case of loss of confidence and whether the extreme penalty of dismissal from service is just and proper in the circumstances of the case.

As laid down under S. 11-A where an industrial dispute relating to the discharge or dismissal of a workman is referred to the tribunal for adjudication the tribunal has to satisfy itself that the order of dismissal was not justified. It is only then that the tribunal can intervene in the matter, can set aside the order of dismissal and direct the reinstatement etc. So, the tribunal has to use its discretion given to it under S. 11-A judiciously and only when the order is illegal then the tribunal can intervene and set aside the order of dismissal.

In the present case, there is clear evidence on record showing that the workman on his own showing had stolen a book of empty cheques in the account of somebody else and put a rubber stamp of the Press showing that the Proprietor of the Press had issued the cheque and has subsequently issued the cheque to Sunita Naik who to the surprise of the workman took it to the bank where the counter clerk Kakode found that the issuance of cheque was suspicious and so she reported the matter to the Manager, who took the necessary action in the matter. All these facts do go to show that the things have taken place during the course of the official conduction of business and at least there is no charge of victimization or unfair labour practice against the management. This Tribunal while using its discretion u/s 11-A has to see whether there was an act of misconduct on the part of the workman. It is on record that the union on principles refused to sponsor the case of the workman and the workman had to raise the industrial dispute. This is a case of dishonesty, forgery, and attempt to misappropriate of the funds on the strength of the forged document. That way this is a serious matter and I feel that the extreme penalty of dismissal from service is just and proper in the given circumstances. It

has to be noted that after the report a show cause notice and charge sheet were issued to the workman and the enquiry has been conducted by Adv. Bandodkar in a judicial manner. The enquiry is held by an unbiased person and as observed by the Supreme Court a lawyer must be presumed to be a man who can act with a sense of detachment and without bias or prejudice as he is trained in law and in enquiry, and as such the enquiry cannot be said to be vitiated. The workman admits that he was offered to engage an advocate but the workman chose to defend himself. The enquiry is held by adhering to the principles of justice and full opportunity was given to the workman to defend his case. So, I do not find any defect in the domestic enquiry conducted against the workman nor any infirmity in the charge levelled against him. I, therefore, answer issues 1 to 4 accordingly and while answering issue No. 1 I hold that a fair and proper enquiry was conducted against the workman in respect of his misconduct in misusing a cheque book issued on other account. Here it has to be noted that the workman working as a Peon in the bank had his own S. B. Account in the very branch. So if his say that he had issued the cheque to Sunita Naik as a security for the hand loan taken from her he could have very well issued the cheque on his own account. In that case what would have happened at the most is that the cheque would have bounced back if there were no funds or insufficient funds in the S. B. Account of the workman. Secondly, if there were funds in his account the incumbent would have encashed the cheque, receive the money and the matter would have ended there only. So, the motive behind issuing a cheque on another account does not seem to be proper. About issue No. 2, I hold that the management was justified in accepting the report and recommendations of the Inquiry Officer in the circumstances of the case.

About issue No. 3, I hold that this is a case of loss of confidence in the employee and the extreme penalty of dismissal from service is justified in the given circumstances. I do not desire to interfere in the matter so far as the penalty is concerned and I answer the issue No. 4 accordingly. In the result, I answer the Government reference as below:

ORDER

It is hereby held that the action of the management of M/s. The Madgaum Urban Co-operative Bank Ltd., Margao, in dismissing Shri Pradeep S. Naik, Peon from services w.e.f. 29.3.1988 is just and legal in the given circumstances and the same does not call for any interference.

There shall be no order as to costs. Inform the Government accordingly about the passing of the award.

S. V. Nevagi
Presiding Officer
Industrial Tribunal

Order
No. 28/32/82-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries & Labour).

Panaji, 21st October, 1988.

IN THE INDUSTRIAL TRIBUNAL, GOVERNMENT OF GOA AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/14/83/M-55/87

Anthony Olinto Silva

— Party I

V/s.

M/s. Madgaum Urban Coop.
Bank Ltd., Margao

— Party II

Adv. A. Nigalye is representing the Party I/Workman.

Adv. P. J. Kamat is representing the Party II/Employer.

Panaji, dated: 26-9-1988.

AWARD

This is a reference made by the Government of Goa, by its order No. 28/32/82-HLD dated 25th February 1983 with an annexure scheduled thereto which reads as follows:

"Whether the action of the employer M/s. The Madgaum Urban Co-operative Bank Limited, Margao, Salcete-Goa, in terminating the services of Shri Anthony Olinto D'Silva, Trainee Officer, resident of Cana Benaulim, Salcete-Goa, with effect from 18-4-82 is legal and justified?

If not, to what relief the workman is entitled to?".

2. The above reference made by the Govt. u/s 10(1)(d) of the Act was received in the office on 25th February, 1983 and after the reference was received the matter was numbered as IT/14/83 and the necessary notices were issued to the parties who appeared in response to the notices and filed their pleadings. It has so happened that after the pleadings were filed by the parties, my Predecessor framed two preliminary issues in the matter regarding (1) the maintainability of the Government reference in view of the objection taken by the management/Party II and (2) whether the workman Party I was a workman within the meaning of Sec. 2(s) of the Act. It so happened in that reference that evidence was recorded before my Predecessor mainly with reference to preliminary issue No. 2 regarding the status of Party I, whether he was a workman or whether he was a Bank Officer doing managerial duties. My Predecessor confined himself to this preliminary issue only and by his judgment dated 8-4-1985 he held that Party I was not a workman within the meaning of Sec. 2(s) of the Act and as such the reference is bad in law, is not maintainable and the Tribunal had no jurisdiction to entertain the same.

3. The above order was challenged by Party I by filing Writ petition No. 231/85 in the Goa Bench of the Bombay High Court and the Div. Bench of the High Court by its order dated 8th July, 1987 allowed the petition and remanded the matter back to this Tribunal. The Div. Bench so far as the preliminary issue No. 2 is concerned did hold that the Party I was a workman within the meaning of Sec. 2(s) of the Act. However, the Division Bench had found that my Predecessor had not recorded a finding on preliminary issue No. 1 regarding the maintainability of the Government reference and also on the main Govt. reference regarding the termination of the services of the workman by the management of Party II, Bank. Hence, this Tribunal has been specifically directed by the High Court to hear the preliminary issue as well as the main Government reference and then to record the finding on merits.

4. At the time when Writ of the High Court was received in this office on 8-7-1987 the post of the Presiding Officer was vacant and the Head Clerk who was incharge of the office and who was not well conversant with the legal procedure felt that the Writ of the High Court should be treated as a fresh matter and as such she numbered this Writ as the present No. namely 55/87. The office inadvertently has done this but as a matter of fact when once the Writ Petition is allowed and when once the order or award of the Tribunal is set aside; the whole matter is in fact revived and consequently the original IT/14/83 is also revived. This is how even though the matter is being heard and decided under No. 55/87, I am in fact considering the matter in IT/14/83 as per the Govt. reference and the Government reference is reproduced by me in the opening paragraph and I shall now go on considering the whole matter on merits. After the High Court Writ was received and after I took over the charge, the parties were served with the notices and both the parties are duly represented by their advocates. As the pleadings of the parties are already filed in the original case no further pleadings were deemed to be necessary and the evidence of the workman Shri Anthony O. Silva was recorded before me on 10-5-1988 and he produced the documents Exb. W-3 to W-5 and in cross examination the documents Exb. E-3 to E-6 were produced and with the solitary testimony of the workman the evidence for his side was closed on that day. As against this the management examined the Manager of the Bank of the Head Office at Margao by name Caetano F. Alemao who produced additional documents Exb. E-7 and E-8 and with this the evidence for the management was closed and the matter was argued over by both parties. Both the

parties have also filed written arguments on 24-8-1988 and I have now to decide the main Govt. reference regarding the termination of the services of Party I/Workman. In order to understand the points involved in the matter I shall first study the facts of the case to understand the crux of the whole matter.

5. The Party I/Workman joined the services of Party II namely Madgaum Urban Coop. Bank Ltd., Head office at Margao as a Trainee Officer on 23rd July, 1981. Before his appointment the Party I had filed his application Exb. E-1 dated 18th Sept., 1980. The subject of the application itself went to show that his application was for the post of an Officer in the Bank. It seems that my Predecessor was mainly swayed by this statement in the application and the whole discussion was confined to the words and duties of Party I as an Officer of the Bank. It has to be noted that the Bank issued the letter of appointment Exb. W-1 dated 26th June, 1981 incorporating some conditions some of which are reproduced as below:

1. The Party I was appointed as a Trainee Officer from the date of his joining the Bank and admittedly he joined the services of the Bank on 23rd July, 1981 as noted above.

2. The training period was to be for 6 months but the same was liable to be extended or reduced at the discretion of the Bank and depending on ability (Workman's).

3. The workman was to be paid a stipend of Rs. 750/- per month during the training period and he was not entitled to any allowances applicable to the Officer's Grade.

4. After successful completion of the training period the Bank may appoint him as an Officer Grade-III.

5. These and other conditions are subject to variations from time to time by the Bank and such variations would be duly notified to the employees.

This clause regarding variation has to be considered essentially because before the training period of these Officers—the workman and the other two trainee Officers—was completed the Board of Directors of the Bank passed a resolution—Resolution No. 6 in the meeting held on 23rd December, 1981 and as per this Resolution No. 6 the training period of the 3 Trainee Officers (1) Shri Devendra Z. Dongrikar, (2) Shri Waman Porob and (3) Shri Anthony Olinto D'Silva i.e. Party I/Workman was extended by another three months. This is how the workman who could have completed his training period on 23-1-1982 had his training period extended by another 3 months and this, he was informed on 12-2-1982.

6. Thereafter the workman was informed by a letter dated 31-3-1982 that he was to appear for a test to be held on 4th April, 1982 (letter at Exb. W-5). Accordingly the workman and the other two trainee Officers did appear for the written test and the papers of the 3 tests of the 3 Trainee Officers at Exb. E-7, Exb. E-8 and Exb. E-9 (colly). The file at Exb. E-3 pertains to the workman and his answer papers as per the question paper given to him are in the file and he is shown to have got 15 marks out of 40 marks for the four questions of 5, 5, 20 and 10 marks. The files Exb. E-7 and E-8 show that the other two trainee Officers secured 25 out of 40 and 23 out of 40 marks respectively. Consequently the other two officers were absorbed into the services of the Bank as Officers Grade-III while the workman namely the 3rd candidate who had failed in the test was informed by a letter that his services were terminated w.e.f. 18-4-82 on the ground that he had failed in the test. This letter is in the record and this position is well admitted. From the above, the facts which emerge for consideration are that the party I/Workman who was initially appointed as a Trainee Officer on a fix stipend of Rs. 750/- p.m. was to undergo the training for a period of 9 months but his services were terminated before the completion of the training of 9 months and the ground for the termination of his services was that he has failed in the written test.

7. After receiving the letter of termination the workman sent an application to the Chairman of the Bank Exb. E-5 dated 6th May, 1982 informing the Bank that he had worked in the Bank for more than 240 days and as such his termination amounted to retrenchment within the meaning of Sec. 25F of the Industrial Disputes Act, 1947, and the Bank had failed to perform the statutory functions and as such the termination is illegal, null and void and that he continue to be in the employment of the Bank and consequently he is entitled to the full bank wages. He has also attributed malafides to the Bank management claiming that the termination

of his services is nothing but victimisation and the termination amounts to unfair labour practice. According to him the examination was conducted with some ulterior motive. With this, he urged upon the management to reinstate him in service failing which he would be compelled to approach the Labour Commissioner. This letter did not contain an empty threat but in fact the workman did appear before the Labour Commissioner with a dispute and the Ass'tt. Labour Commissioner has held conciliation proceedings in the matter and upon a failure of the proceedings he made a report to the Govt. and acting upon the report the Govt. made a reference as stated above and the Govt. has called upon this Tribunal to record a finding on the action of the management in terminating the services of the workman and to state whether the action is legal and justified in the circumstances of the case. Along with this main Government reference, I shall also consider the preliminary issue No. 1 framed by my Predecessor as to whether the Government reference is not maintainable and the same is bad in law for the reasons stated by the management in the written statement. As stated above the only oral testimony in this case consists of the evidence of Party I and the evidence of Manager of the Head Office of Party II and both have produced certain documents which I have already discussed in the foregoing paragraphs, it being an admitted fact that Party I was appointed as a Trainee Officer on a fixed stipend pay and the duration of his training was for a period of 9 months and before the completion of the training period the services of the workman were terminated. With these facts on record, I have now to consider the different provisions of law as well as the voluminous case law cited on behalf of both the parties.

8. The main thrust on behalf of Party I is on the fact that he has completed continuous service for more than 240 days as required under the Act and as per the definition of retrenchment u/s 2(oo) of the Act and the provision for retrenchment as laid down u/s 25F of the Act has to be followed strictly. As against this, it is contended on behalf of the management that the provisions of Sec. 25F of the Act are not attracted at all because Party I was not a workman earning regular wages but he was working as a trainee officer on a fix stipend and as such he did not acquire any rights for continuation in the services because the management had a right to terminate the services or to terminate the training period before the period of 9 months was over. It is also submitted that there is a vast difference between wages earned by a workman and a stipend received by a workman during the period of training. According to the management Sec. 25F stipulates wages and not stipend. It is further claimed that for considering the question of retrenchment continuous service for 12 months or more is necessary and even assuming that the workman has completed the services of 240 days he has not acquired any rights whatsoever and on all counts they have challenged the very basis of the claim for reinstatement and I shall consider the point one after the other.

9. The main point is about the computation of the period of service put up by Party I/Workman. According to Shri Nigalye for the workman, the workman had in all worked for 290 days and even if the leave period of 8 days is excluded, the workman has continuously worked for a period of minimum 240 days as contemplated u/s 2(oo), read with Sec. 25F and 25B of the Act. I feel that there should be no dispute on the point that the workman has worked for a minimum period of 240 days. While dealing with the question u/s 25F and 25B(2) of the Act, The Supreme Court has observed that "the expression "actually worked under the employer" cannot mean those days only when the workmen worked with hammer, sickle or pen but must necessarily comprehend all days during which he was in the employment for which he was paid wages and while doing so the Sundays and other paid holidays should be taken into account for the purpose of reckoning the total number of days on which the workman could be said to have actually worked". While laying down this principle the Supreme Court have distinguished the earlier ruling reported in AIR, 1981 Supreme Court, 852. However, even in that case, the workman a typist-clerk working in the American Express Bank was appointed on Nov. 4th, 1974 and with short breaks his services were terminated on October 31, 1975. So that workman had worked for a period of more than 12 months and the days actually he worked were more than 275 days. The facts in that case are distinguishable from the facts in this case because the Party I/Workman Anthony Olinto Silva has worked for less than 9 months with Party II/Bank. So, the crucial point is the continuous service for 12 months or more and the law envisages the same even though the actual days on which the workman worked may be 240 or more. This is the

position as regards the other cases cited by Shri Nigalye on behalf of the workman.

10. In the Supreme Court case reported in AIR, 1980 S. C. page, 1219, the Supreme Court have discussed the expression termination of service for any reason whatsoever contemplated under Sec. 2(oo) covers every kind of termination of service except those not expressly included in Sec. 25F or not and the discharge of the workman on the ground that she did not pass the test, was also a retrenchment within the meaning of Sec. 2(oo) and therefore the requirements of Sec. 25F had to be complied with. This ruling of the Supreme Court may be at the most an answer to the question that Party I in this case has not passed the required test laid down by the branch. However, all the same the statutory requirement of the continuous service for a period of one year is there and the present workman has not completed the service of one year. In the above case, the workman Santosh Gupta (a woman) was employed in the State Bank of Patiala from July, 1973 till August 21, 1974 though with some breaks for a few days. But she had worked for 240 days in the year preceding August 21, 1974. Those facts are clearly distinguishable and that case does not come to the aid of the applicant — workman.

11. In the next case of Supreme Court relied upon by Party No. I reported in 1980 LAB. I. C. page 1292 The Appellants/workmen had worked continuously for a period of more than a year and in this continuous service of more than one year they had worked atleast 240 days in one year. In the 3rd case reported in AIR 1981 S. C. page 1253, the appellant workman was on probation for 6 months from 8-12-73 and subsequently his probation period was extended upto 8-9-74. He was not discharged on 8-9-74 but his service was terminated w. e. f. 19-10-74. On these facts the Supreme Court held that the workman was not on probation during 8-9-74 to 19-10-74 and as such he was either temporary or permanent. Those facts are clearly distinguishable. In the two cases of Patna High Court, reported in 1985, Lab. I. C. page 433 & 1984, Lab. I. C. page 1264 there was a continuous service of more than 12 months. In the next case of Supreme Court reported in 1985 Lab. I. C. page 1733, it was held that the striking off the name of a workman from the rolls amounts to retrenchment. In that case the workman working as Tikka Mazdoor on daily wages of Rs. 3/- with the Reserve Bank was in service from 30-4-74 to 23-7-76 within which period he passed the matriculation examination in 1975 and so his name was struck off from the list of Tikka Mazdoor. The Supreme Court held that the workman worked in the Reserve Bank for more than 240 days within a period of 12 months. Those facts are clearly distinguishable from the facts in this case.

12. As against this, in the case of Sur Enamel v/s Workmen reported at page 157 in Supreme Court Labour Judgments 1950-83. The Supreme Court observed that "before the workman can be considered to have worked one year of continuous service in an industry it must be sure that first he was employed for a period of not less than 12 Calendar months and that during those months he had worked for not less than 240 days". The Supreme Court further observed that "where the workmen have not at all been employed for a period of 12 calendar months, it becomes unnecessary to examine whether the actual days of work numbered 240 days or more. For, in any case, the requirement of Sec. 25B would not be satisfied". This case is directly on the point of continuous service for more than 12 calendar months in which the actual days for working should be 240 or more. A similar view is taken by the Supreme Court in the case from Orissa reported at page 3813 in Supreme Court Labour Judgments 1950-77. In the last case relied upon on behalf of Party II, reported in 1983, Lab. I. C. page 1139 the Gujarat High Court relying on three earlier Supreme Court cases have distinguished the fourth Supreme Court case reported in 1979 Lab. I. C. page 146 and has observed that the Petitioners who were appointed on probation by Indian Oil Corporation for a period of 12 months cannot be deemed by necessary implication that the Petitioners should confirm on the expiry of maximum probation period of 12 months. In that case the allegation was that the probationers has produced false certificate about experience on the basis of which they were appointed on probation for 12 months. On finding that the information given was false, their services were terminated at the end of 12 months and the Supreme Court held that the termination does not amount to violation of article 14 of the Constitution on the ground that other employees appointed subsequent to the appointment of those Petitioners were retained in service. The facts of the above case are applicable to the facts of the present case on all force. In the instant case,

two trainee officers are absorbed in service after a training period of 9 months because they successfully passed in the test while Party I failed. There is no question of any victimisation nor any unfair labour practice. The veiled suggestion that Party I's relation had contested the election of the Board of Directors against the elected body is not substantiated by any material documentary or other evidence on record. The evidence brought on record is clear and consistent showing that the workman failed and his service was rightly terminated. The resolution to hold the test was passed before the completion of the training period of 9 months and the Party I appeared for test along with the other two trainee officers. Where is then the question of discrimination or victimisation. This is a case where the workman has put up a service of less than 9 months and as such the provisions u/s 27(oo) read with Sec. 25F and 25B are not offended. There is no victimisation because from record it is seen and shown that the Party I has failed the test. Hence, there is no infringement of any right accrued to the workman but on the contrary this is a case where the services are duly and properly terminated. The Government reference is also proper and the Party II has not pressed the preliminary issue on this point and rightly so. There are no other points which need to be considered in this case and I hold the termination is just and proper. In the result, I pass the following order:

Order

It is hereby held that the action of the Employer of M/s. The Madgaum Urban Co-operative Bank Limited, Margao, Salcete-Goa is just and legal and the same does not call for any interference.

Consequently, the workman is not entitled to any relief in this case.

In the circumstances of the case, the parties are directed to bear their own costs.

Inform the Govt. accordingly about the passing of the award.

S. V. Nevagi,
Presiding Officer
Industrial Tribunal

Order

No. 28/49/90-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Santos and Sons, Margao, and their workmen represented by the Goa Trade and Commercial Workers' Union in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"Whether the following demands raised by the Goa Trade and Commercial Workers' Union before the management of M/s. Santos and Sons, Margao, are justified?

DEMANDS

Demand No. I: *Gradation/Pay-Scales/Flat-rise*: It is demanded that each workman be given a flat rise of Rs. 200/- per month over and above the existing consolidated salary as on 1st May, 1990. The total of Flat-rise Plus the consolidated salary as on 1st May, 1990 shall be placed in the appropriate stage in the Pay-Scales as given below:

Grade	Designation	Pay Scales
I	Helper	600-18-600-23-805 5 5
II	Assistant Fitter and Assistants.	760-24-820-29-965 5 5
III	Fitter, Welder, Turner, Shaper, Painter, Grinder Op.	800-30-950-40-1150-50-1400 5 5 5
IV	Fitter/Welder, Painter/Fitter, Tin-Smith/Cabin-Fitter, Shaper/Turner, Cutter/Welder.	875-45-1100-60-1400-75-1775 5 5 5

Demand No. II: *Fixed Dearness Allowance*: It is demanded that each workman be paid a Fixed Dearness Allowance of Rs. 200/- per month.

Demand No. III: *Variable Dearness Allowance*: It is demanded that each workman be paid a Variable Dearness Allowance @ Rs. 1/50 per point rise over and above the AAICPI 750 points (1960-100). The Variable Dearness Allowance should be revised every quarter.

Demand No. IV: *House Rent Allowance*: It is demanded that each workman be paid a House Rent Allowance @ 15% (Fifteen percent) on the BASIC salary each month.

Demand No. V: *Travelling Allowance*: It is demanded that each workman be paid a Travelling Allowance @ Rs. 3/- per working day.

Demand No. VI: *Uniforms and Washing Allowance*: It is demanded that each workman be issued three (3) pairs of uniforms per annum; and be paid a washing allowance of Rs. 25/- per month.

Demand No. VIII: *Tea and Snacks*: It is demanded that each workman be served two cups of tea and snacks every shift/day.

Demand No. XI: *Leave Facilities*: The following leave facilities are demanded:

Privilege-Leave --- 30 days per annum.
Casual Leave --- 10 days per annum;
Sick Leave --- 10 days per annum;
Holidays --- 12 days per annum.

Demand No. XII: *Pay-Slips*: The management ought to ensure that payment slips are issued to the workmen.

If not, to what relief the workmen are entitled?"

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 28th September, 1990.